

Mark H. Gunderson, Esq. (SBN: 2134)
 Catherine A. Reichenberg, Esq. (SBN: 10362)
 GUNDERSON LAW FIRM
 3895 Warren Way
 Reno, Nevada 89509
 Telephone: (775) 829-1222
 Facsimile: (775) 829-1226

Randall J. Sunshine, Esq. (SBN: CA 137363)
 Ellyn S. Garofalo, Esq. (SBN: CA 158795)
 LINER GRODE STEIN YANKELEVITZ
 SUNSHINE REGENSTREIF & TAYLOR LLP
 1100 Glendon Avenue, 14th Floor
 Los Angeles, California 90024-3503
 Telephone: (310) 500-3500
 Facsimile: (310) 500-3501
 ADMITTED PRO HAC VICE

Attorneys for
 DENNIS MONTGOMERY, the MONTGOMERY FAMILY
 TRUST, EDRA BLIXSETH and OPSRING LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DENNIS MONTGOMERY and the
 MONTGOMERY FAMILY TRUST,

Plaintiffs,

vs.

ETREPPID TECHNOLOGIES, LLC, WARREN
 TREPP, and the UNITED STATES
 DEPARTMENT OF DEFENSE,

Defendants.

AND RELATED CASES.

) Case No. 3:06-CV-00056-PMP-VPC
) BASE FILE

) (Consolidated with Case No. 3:06-CV-
) 00145-PMP-VPC)

) **STIPULATION AND ORDER RE**
) **SEALED DOCUMENTS**

1 This Stipulation is entered into between Interested Party Deborah A. Klar (“Klar”) and
2 Liner Grode Stein Yankelevitz Sunshine Regenstreif & Taylor LLP (“Liner Firm”), counsel for
3 Dennis Montgomery and the Montgomery Family Trust (hereinafter collectively “Parties”):.

4
5 A. On March 31, 2009, Document No. 985 was entered in the above-captioned
6 matter.

7 B. In order to file objections in response to Document No. 985, Klar, who is not a
8 party to the action, requires access to documents that are under seal in the above-captioned
9 matter (“Sealed Documents”). Klar does not have access to the Sealed Documents in that she is
10 no longer a partner of the Liner Firm.

11
12 WHEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

13 1. The Liner Firm shall provide Klar copies of all Sealed Documents in its
14 possession that Klar requests to facilitate her response to Document No. 985. Where available,
15 the Liner Firm shall transmit Sealed Documents to Klar and/or her Counsel electronically, via
16 email.

17
18 2. Klar agrees to treat the Sealed Documents as “Confidential Material”.

19 3. As used in this Stipulation "this Action" means the above-captioned civil action
20 pending in this Court, including any related discovery, pretrial, trial, post-trial, or appellate
21 proceedings.

22
23 4. Pursuant to this Stipulation “Confidential Material” shall be used solely for
24 purposes of this Action and shall not be used for any other purpose including, without limitation,
25 any other legal proceeding. Except as expressly provided for herein, Klar shall not disclose any
26 Confidential Material to any individual other than (i) the Court; (ii) her Counsel; (iii) associated
27 personnel of Klar or her Counsel whom access to Confidential Information is necessary to assist
28

1 such persons in this Action, including litigation assistants, paralegals, secretarial or other clerical
2 personnel, and stenographers or other persons involved in taking or transcribing testimony in this
3 action; (iv) consultants, experts or litigation support services retained by either Klar of her
4 Counsel, including outside copying services, retained for the purpose of assisting Klar or her
5 Counsel; and (vi) authors or recipients of the designated Confidential Information. Confidential
6 Material shall not be disclosed to any other person or entity without further order of the Court.
7

8 5. In the event that Klar deems it necessary to file any Confidential Material with the
9 Court in this Action, it shall be filed under seal.
10

11 6. This Stipulation does not affect any other orders of this Court concerning Sealed
12 Documents.
13

14 7. Any electronically stored information or documents containing Confidential
15 Material shall be treated as Confidential Material through and following the termination of all
16 proceedings in this Action.
17

18 8. All persons governed by this Stipulation, by reviewing Confidential Material shall
19 agree to the jurisdiction of this Court over their person for the purpose of any action seeking to
20 enforce the terms and conditions of this Stipulation.
21

22 Dated: April 8, 2009

JONES VARGAS

23
24 By: /s/ Gary R. Goodheart
25 Gary R. Goodheart
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27
28

1 Dated: April 8, 2009

LINER GRODE STEIN YANKELEVITZ
SUNSHINE REGENSTREIF & TAYLOR LLP

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3
4 /s/ Ellyn S. Garofalo
Ellyn S. Garofalo

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8 **IT IS SO ORDERED.**

9
10 Dated: April 9th , 2009


U. S. DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), and Section IV of the District of Nevada electronic Filing Procedures, I certify that I am an employee of JONES VARGAS, and that the foregoing document is being served on the parties to this action via electronic service on April 8, 2009.

/s/ Barbara R. Seed
An employee of JONES VARGAS